

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471414

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tommie Copper, Inc.		04/25/2018	Corporation: DELAWARE
Tommie Copper IP, Inc.		04/25/2018	Corporation: DELAWARE
Tommie Copper Holdings, Inc.		04/25/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Second Avenue Capital Partners, LLC
Street Address:	75 Second Avenue
Internal Address:	Suite 550
City:	Needham
State/Country:	MASSACHUSETTS
Postal Code:	02494
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4618826	COOL COPPER
Registration Number:	4762070	COPPER COTTON
Registration Number:	4769435	COPPER FLEX
Registration Number:	4810351	COPPER HOME
Registration Number:	5008439	COPPER LIFE
Registration Number:	4791344	COPPER ZENERGY
Registration Number:	5130573	COPPERGEAR
Registration Number:	4241090	CU29
Registration Number:	4228550	CU29 TOMMIE COPPER
Registration Number:	4084474	CU29 TOMMIE COPPER
Registration Number:	4590309	
Registration Number:	4769436	HOT COPPER
Registration Number:	4765102	PRO+IONIC
Registration Number:	4612432	RECHARGE YOUR BODY + SOUL
Registration Number:	4777624	TCCC TOMMIE COPPER COMPRESSION
Registration Number:	4236726	TOMMIE COPPER

OP \$465.00 4618826

Property Type	Number	Word Mark
Registration Number:	5449181	WEARABLE WELLNESS
Registration Number:	4791345	ZENERGY

CORRESPONDENCE DATA

Fax Number: 6172484000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 617-248-5000

Email: tmadmin@choate.com

Correspondent Name: Daniel L. Scales

Address Line 1: Two international Place

Address Line 2: Choate, Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2013024-0001

NAME OF SUBMITTER: Daniel L. Scales

SIGNATURE: /daniel l. scales/

DATE SIGNED: 04/26/2018

Total Attachments: 5

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

April 25, 2018

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **TOMMIE COPPER, INC.**, a Delaware corporation ("TC"), **TOMMIE COPPER IP, INC.**, a Delaware corporation ("TCIP"), and **TOMMIE COPPER HOLDINGS, INC.**, a Delaware corporation ("Holdings") and together with TC and TCIP, the "Grantors" and each individually, a "Grantor"), each with a principal place of business located at 74-78 S. Moger Avenue, Mount Kisco, New York 10549, hereby grant to **SECOND AVENUE CAPITAL PARTNERS, LLC**, a Delaware limited liability company with offices at 75 Second Avenue, Suite 550, Needham, MA 02494 (in its capacity as lender and together with any successors in such capacities, the "Grantee"), a continuing security interest in (i) all of each Grantor's, as applicable, right, title and interest in, to and under the trademarks, service marks, trade names, business names, trade styles, trade dress, logos, or other source of business identifiers, designs and general intangibles of similar nature, now existing or hereafter adopted or acquired, (collectively the "Marks") and all trademark registrations and trademark applications filed with respect thereto filed in the United States Patent and Trademark Office set forth on Schedule A attached hereto, (ii) all rights and privileges arising under applicable law with respect to the Grantor's use of such Marks, (iii) renewals, supplements and extensions thereof, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world, (vi) the goodwill of the businesses with which the Marks are associated, (vii) all causes of action and

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rights to sue, whether arising prior to or after the date hereof, for infringement of any of the Marks or unfair competition regarding the same, and (viii) all proceeds and products of the foregoing (collectively the “Trademark Collateral”).

THIS GRANT (this “Grant”) is made to secure the satisfactory performance and payment of all the Obligations of each Grantor, as such term is defined in that certain Loan and Security Agreement dated as of April 25, 2018 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “Loan Agreement”) by and between the Grantors and the Grantee. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Loan Agreement all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

This Grant of Security Interest in the Trademark Collateral shall be released upon the payment and performance of the Grantors’ obligations under the Loan Agreement, whereupon the Grantee shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.


[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this Grant as of the date above first written.

TOMMIE COPPER, INC., as Grantor

By: 
Name: Brian Cooper
Title: Vice President


TOMMIE COPPER IP, INC., as Grantor

By: 
Name: Brian Cooper
Title: Vice President

TOMMIE COPPER HOLDINGS, INC.,
as Grantor

By: 
Name: Brian Cooper
Title: Vice President

**SECOND AVENUE CAPITAL
PARTNERS, LLC, as Grantee**

By: 
Name: Chris O'Connor
Title: President

[Signature Page to Grant of Security Interest in Trademarks]

MARKER	REGISTERED	CLASS	STATUS	ISSUE DATE	REGISTRATION NUMBER	ISSUE DATE	REGISTRATION NUMBER	CLASS	STATUS	ISSUE DATE	REGISTRATION NUMBER
COOL COPPER	Registered	US	Registered	2014-01-13	86/163,678	2014-10-07	4,618,826	Tommie Copper Ip. Inc.	Tommie Copper Ip. Inc.	2020-10-07	024
COPPER COTTON	Registered	US	Registered	2013-09-27	86/076,633	2015-06-23	4,762,070	Tommie Copper Ip. Inc.	Tommie Copper Ip. Inc.	2021-06-23	024
COPPER FLEX	Registered	US	Registered	2013-09-27	86/076,647	2015-07-07	4,769,435	Tommie Copper Ip. Inc.	Tommie Copper Ip. Inc.	2021-07-07	024
COPPER HOME	Registered	US	Registered	2013-10-21	86/096,999	2015-09-08	4,810,351	Tommie Copper Ip. Inc.	Tommie Copper Ip. Inc.	2021-09-08	024
COPPER HOME	Proposed	US	Proposed					Tommie Copper Ip. Inc.	Tommie Copper Ip. Inc.		024
COPPER LIFE	Registered	US	Registered	2013-10-21	86/097,016	2016-07-26	5,008,439	Tommie Copper Ip. Inc.	Tommie Copper Ip. Inc.	2022-07-26	025
COPPER ZNERGY	Registered	US	Registered	2013-12-12	86/142,127	2015-08-11	4,791,344	Tommie Copper Ip. Inc.	Tommie Copper Ip. Inc.	2021-08-11	024
COPPERGEAR	Registered	US	Registered	2013-10-21	86/096,992	2017-01-24	5,130,573	Tommie Copper Ip. Inc.	Tommie Copper Ip. Inc.	2023-01-24	025
CopperGear.com	Not filed	US	Not filed								
CU29	Registered	US	Registered	2012-02-23	85/551,363	2012-11-13	4,241,090	Tommie Copper Ip. Inc.	Tommie Copper Ip. Inc.	2018-11-13	025
CU29 TOMMIE COPPER and Design (B/W)	Registered	US	Registered	2010-12-21	85/203,093	2012-10-23	4,228,550	Tommie Copper Ip. Inc.	Tommie Copper Ip. Inc.	2018-10-23	025
CU29 TOMMIE COPPER and Design (Color)	Registered	US	Registered	2010-03-10	77/955,576	2012-01-10	4,084,474	Tommie Copper Ip. Inc.	Tommie Copper Ip. Inc.	2018-07-10	025
Design (Tommie Copper Icon)	Registered	US	Registered	2013-10-17	86/094,230	2014-08-19	4,590,309	Tommie Copper, Inc.	Tommie Copper, Inc.	2020-08-19	025
DONT EVER STOP	Common law	US	Common law					Tommie Copper Ip. Inc.	Tommie Copper Ip. Inc.		025
HOT COPPER	Registered	US	Registered	2013-09-27	86/076,654	2015-07-07	4,769,436	Tommie Copper Ip. Inc.	Tommie Copper Ip. Inc.	2021-07-07	024
INNERGYWEAR	Suspended	US	Suspended	2014-01-30	86/180,331			Tommie Copper Ip. Inc.	Tommie Copper Ip. Inc.		025
PERFORMANCE COTTON	Registered	US	Registered	2017-05-24	87/462,701	2018-05-08		Tommie Copper Ip. Inc.	Tommie Copper Ip. Inc.	2024-05-08	022, 025, 029
PRO-IONIC	Registered	US	Registered	2013-08-21	86/044,074	2015-06-30	4,765,102	Tommie Copper Ip. Inc.	Tommie Copper Ip. Inc.	2021-06-30	024, 025
RECHARGE YOUR BODY + SOUL	Registered	US	Registered	2013-08-22	86/045,228	2014-09-30	4,612,432	Tommie Copper, Inc.	Tommie Copper, Inc.	2020-09-30	025, 035
TCC TOMMIE COPPER COMPRESSION and Design	Registered	US	Registered	2013-02-14	85/850,207	2015-07-21	4,777,624	Tommie Copper Ip. Inc.	Tommie Copper Ip. Inc.	2021-07-21	025
TOMMIE COPPER	Registered	US	Registered	2012-02-23	85/551,384	2012-11-06	4,236,726	Tommie Copper Ip. Inc.	Tommie Copper Ip. Inc.	2018-11-06	025
TOMMIE COPPER SUCKS	Registered	US	Registered					Tommie Copper Ip. Inc.	Tommie Copper Ip. Inc.		025
WEARABLE WELLNESS	Allowed	US	Allowed	2016-07-25	87/115,128			Tommie Copper Ip. Inc.	Tommie Copper Ip. Inc.		025
ZnERGY	Registered	US	Registered	2013-12-12	86/142,134	2015-08-11	4,791,345	Tommie Copper Ip. Inc.	Tommie Copper Ip. Inc.	2021-08-11	024
ZONE ENERGY SYSTEM	Common law	US	Common law					Tommie Copper Ip. Inc.	Tommie Copper Ip. Inc.		025

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